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REFERENCE
NUMBER: [IORESME001]

REQUEST FOR TENDERS – RESEARCH - INCREASING SME ORGANISATIONS REPRESENTATIVENESS FOR MORE EFFECTIVE SOCIAL DIALOGUE

The project is part-financed by the European Union under project titled: *Increasing SME Organisations Representativeness for more Effective Social Dialogue (101051860) under call: SOCPL-2021-SOC-DIALOG*

- No Bid Bond is requested for this tender.

Date Published: 21st December 2022

Deadline for Submission: 11th January 2023 At 12:00pm CET/CEST

Tender Opening: 21st December 2022 At 12:00pm CET/CEST

Malta Chamber of SMEs

Contact details (43/45, Kapuccini Street, Floriana, FRN 1052, t: 21232881)

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SECTION 1 – INSTRUCTIONS TO TENDERERS

1. General Instructions

- 1.1 In submitting a tender, the tenderer accepts in full and in its entirety, the content of this tender document, including subsequent Clarifications issued by the Non-Governmental Organisation (NGO), whatever the economic operator's own corresponding conditions may be, which through the submission of the tender is waived. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender document. These Instructions to Tenderers complement the General Rules Governing Tenders for NGOs.

No account can be taken of any reservation in the tender in respect of the procurement documents; any disagreement, contradiction, alteration or deviation shall lead to the tender offer not being considered any further.

Prospective tenderers must submit their offer by email on Jamie.tanti@smechamber.mt Prospective tenderers take full responsibility to submit their offer by the set tender submission deadline.

Note:

Where in this tender document a standard is quoted, it is to be understood that the Contracting Authority will accept equivalent standards. However, it will be the responsibility of the respective bidders to prove that the standards they quoted are equivalent to the standards requested by the Contracting Authority.

- 1.2 The subject of this tender is the Research in line with a project financed by the *Increasing SME Organisations Representativeness for more Effective Social Dialogue*. The research is in line with the project aim to; revive the importance of social partners and in particular directly address the overall decline in members. Through this project the consortium aims to engage with businesses in order to understand better their current needs and how social partners can increase relevance. It is therefore a project with measures which promote social dialogue at cross-industry, sectorial level, at national and at EU level.

The Research includes a number of activities including;

- Design of two Surveys
- Collation and the Analysis of the Data Collected
- Presentation of Preliminary Findings
- Moderation and Management of a number of Focus Groups
- Drafting and Presentation of the Final Report

- Creation of a template campaign

- 1.3 The place of acceptance of the services/supplies/works shall be at Malta Chamber of SMEs, 43/45, Kapuccini Street, Floriana, the time-limits for the execution of the contract shall be 18 months, and the INCOTERM²⁰²⁰ applicable shall be **Delivery Duty Paid (DDP)**.
- 1.4 This is a global price contract.
- 1.5 This call for tenders is being issued under an open procedure.
- 1.6 The beneficiary of this tender is *Malta Chamber of SMEs*.
- 1.7 This tender is not a reserved contract.

2. Timetable

2.

	DATE	TIME
Clarification Meeting (Refer to Clause 6.1)	N/A	N/A
Deadline for request for any additional information from the Malta Chamber of SMEs Clarification requests should be addressed to: Jamie.tanti@smechamber.mt	4 th January 2023	12:00
Last date on which additional information can be issued by the Malta Chamber of SMEs. All additional information will be published on https://www.smechamber.mt/downloadable/	6 th January 2023	17:00
Deadline for submission of tenders/Tender opening session (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering for NGOs)	11 th January 2023	12:00

* All times Central European Time (CET) / Central European Summer Time (CEST) as applicable

3. Lots

- 3.1 This tender is not divided into lots, and tenders must be for the whole quantities indicated. Tenders will not be accepted for incomplete quantities.

4. Variant Solutions

- 4.1 Variant solutions are not permissible.

5. Financing

- 5.1 The project is co-funded by the European Union under the call
- 5.2 The Contracting Authority of this tender is *Malta Chamber of SMEs*

6. Clarification Meeting/Site Visit

- 6.1 No clarification meeting/site visit is planned.

7. Selection and Award Requirements

In order to be considered eligible for the award of the contract, economic operators must provide evidence that they meet or exceed certain minimum criteria described hereunder.

(A) Eligibility Criteria

Economic Operators are to complete the Eligibility Section and the necessary documents as follows: ^(Note2)

Version 1.2 NGO procurement document

- (i) No Bid Bond is required. ^(Note 1)

- (ii) Declare agreement, conformity and compliance with the provisions of the Statement on Conditions of Employment by completing and submitting the form with title Statement on Conditions of Employment.

- (iii) Declare agreement, conformity and compliance with the provisions of the Statement on Conditions of Employment by completing the minimum hourly workers' costs declaration involving the provision of the employees' services. ^(Note 2)

- (iv) Power of Attorney (if applicable) ^(Note 2)

- (v) Submission of the declaration form that stipulates that following signature of contract, the successful bidder, will provide evidence in respect of the requirements stipulated regarding Energy Efficiency through the Energy Efficiency Form (if applicable) ^(Note 2)

- (vi) Information re Joint Venture/Consortium (if applicable) ^(Note 2)

(B) Exclusion (including Blacklisting) and Selection Criteria – information to be submitted through the completion of the following declaration form:

- (i) Declaration concerning exclusion grounds

- (ii) Declaration concerning *Selection Criteria*

(C) Technical Specifications

- (i) Tenderer's Technical Offer in response to specifications. ^(Note 3)

Key Experts Form; the Statement of Availability Form; the Self-declaration form for Key Experts (relating to public employees); and CVs ^(Note 2)

- (ii) Tenderer's Technical Offer (Organization and Methodology) (Note ³)

- (iii) The Key Experts eligible for consideration to provide inspection and/ or verification services in relation to this tender must as a **minimum provide evidence of the below:**

Key expert/s need to present the and at a minimum have the following: ^(Note 2)

1. Key expert 1 – Lead Researcher

- The Lead Researcher must have a minimum EQF/MQF Level 7 in Business/EU Studies /Policy/Research related field or equivalent. **Evidence to be provided.**
- A copy of the CV of the Key Expert/s who will carry out the work, highlighting their educational and professional qualifications, capabilities and background must be submitted.
- Have excellent written and spoken skills in English

2. Key expert 2 – Researcher

- The Lead Researcher must have a minimum EQF/MQF Level 6 in Business/EU Studies /Policy/Research related field or equivalent. **Evidence to be provided.**
- A copy of the CV of the Key Expert/s who will carry out the work, highlighting their educational and professional qualifications, capabilities and background must be submitted.
- Have excellent written and spoken skills in English

Qualifications required are defined with reference to the Malta Qualifications Framework (MQF) or the European Qualifications Framework (EQF) (or equivalent) level descriptors issued through the Malta Qualifications Council (<https://ncfhe.gov.mt/en/Pages/MQF.aspx>).

It shall be the Tenderers' obligation to ascertain that the qualifications possessed by the Key Experts proposed by them are equivalent to the established MQF/EQF Level prior to tender submission. The Evaluation Committee reserves the right to request the determination of the Malta Qualifications Council (MQC) in checking the equivalency of the qualifications, which shall be final. The Malta Qualifications Recognition Information Centre (MQRIC) is

the competent body within the NCFHE that recognizes qualifications against the Malta Qualifications Framework (MQF) and whose portal can be accessed here:

<https://ncfhe.gov.mt/en/services/Pages/All%20Services/mqric.aspx>

Key Experts whose qualifications do not meet the minimum requirements in terms of equivalency, or the equivalency of which is dubious or cannot be determined, shall be rejected.

The Evaluation Committee reserves the right to request the tenderers to substantiate their claims in respect to the staff proposed by requesting Documentation during the evaluation stage. If requested, the Documentation must be submitted within ten (10) working days of being notified to do so. If Documentation is not submitted within the specified timeframe the offer will not be considered further.

All expert/s must be independent and free from conflicts of interest in the responsibilities accorded to them.

The selection procedures used by the Consultant to select these other experts shall be transparent, and shall be based on pre-defined criteria, including professional qualifications, language skills and work experience. The findings of the selection panel shall be recorded. The selection of experts shall be subject to approval by the Malta Chamber of SMEs.

(D) Financial Offer

- (i) The Tender Form and Tenderer's Declaration are to be completed and submitted with the offer; ^(Note 3)

- (ii) A financial offer is to be submitted by filling in **Financial Bid Form**, and is to be calculated on the basis of **Delivered Duty Paid (DDP)²⁰²⁰ (Grand Total)** for the **services** tendered.

Notes to Clause 7:

1. Tenderers will be requested to clarify/rectify, within five (5) working days from notification, the tender guarantee only in the following four circumstances: incorrect validity date, and/or incorrect value, and/or incorrect addressee and incorrect name of the bidder. Rectification in respect of the Tender Guarantee (Bid Bond) is free of charge.

2. A) Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within five (5) working days from notification.

3. No rectification shall be allowed. Only clarifications on the submitted information may be requested.

Request for Clarification and / or rectifications concerning a previous request dealing with the same shortcoming shall not be entertained.

8. Tender Guarantee (Bid bond)

- 8.1 No tender guarantee (bid bond) is required.

9. Criteria for Award

- 9.1 The sole award criterion will be the price. The contract will be awarded to tenderer submitting the cheapest priced offer satisfying the administrative technical criteria.

- 9.2 The evaluation process

At this step of the evaluation process, the Evaluation Committee will analyse the administratively-compliant tenders' technical conformity in relation to the published Terms of Reference/Technical Specifications (Section 4).

SECTION 2 – EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

Part X of the Public Procurement Regulations

270. Where the estimated value of the public contract meets or exceeds five thousand euro (€5,000) any tenderer or candidate concerned, or any person, having or having had an interest or who has been harmed or risks being harmed by an alleged infringement or by any decision taken including a proposed award in obtaining a contract, a rejection of a tender or a cancellation of a call for tender after the lapse of the publication period, may file an appeal by means of an objection before the Public Contracts Review Board, which shall contain in a very clear manner the reasons for their complaints.

271. The objection shall be filed within (10) ten calendar days following the date on which the NGO has by fax or other electronic means sent its proposed award decision or the rejection of a tender or the cancellation of the call for tenders after the lapse of the publication period.

272. The communication to each tenderer or candidate concerned of the proposed award or of the cancellation of the call for tenders shall be accompanied by a summary of the relevant reasons relating to the rejection of the tender as set out in regulation 242 or the reasons why the call for tenders is being cancelled after the lapse of the publication period, and by a precise statement of the exact standstill period.

273. The objection shall only be valid if accompanied by a deposit equivalent to 0.50 per cent of the estimated value set by the NGO of the whole tender or if the tender is divided into lots according to the estimated value of the tender set by the NGO for each lot submitted by the tenderer, provided that in no case shall the deposit be less than four hundred euro (€400) or more than fifty thousand euro (€50,000) which may be refunded as the Public Contracts Review Board may decide in its decision.

274. The Secretary of the Review Board shall immediately notify the Director and/or the NGO as the case maybe that an objection had been filed with his authority thereby immediately suspending the award procedure.

275. The NGO involved, as the case may be, shall be precluded from concluding the contract during the period of ten calendar days allowed for the submission of appeals. The award process shall be completely suspended if an appeal is eventually submitted.

276. The procedure to be followed in submitting and determining appeals as well as the conditions under which such appeals may be filed shall be the following:

- (a) any decision by the General Contracts Committee or the Special Contracts Committee or by the NGO shall be made public by affixing it to the notice-board of the same NGO as the case may be or by uploading it on Government's e-

procurement platform prior to the award of the contract if the call for tenders is administered by the NGO;

- (b) the appeal of the complainant shall also be affixed to the notice-board of the Review Board and shall be communicated by fax or by other electronic means to all participating tenderers;
- (c) the NGO and any interested party may, within (10) ten calendar days from the day on which the appeal is affixed to the notice-board of the NGO and uploaded if/where applicable on the Government's e-procurement platform, file a written reply to the appeal. These replies shall also be affixed to the notice-board of the Review Board and where applicable it shall also be uploaded on the Government's e-procurement platform;
- (d) within three working days of the publication of the replies, the Secretary of the Review Board shall prepare a report (the Analysis Report) analysing the appeal and any reply to it. This report shall be circulated to the persons who file an appeal and to all parties who submitted a reply to the appeal;
- (e) after the preparatory process is duly completed, the Director or the Head of the NGO shall forward to the Chairman of the Review Board all documentation pertaining to the call for tenders in question including files, tenders submitted, copies of deposit receipts and any motivated letter;
- (f) The secretary of the board shall inform all the participants of the call for tenders, the NGO of the date or dates as the case maybe when the appeal will be heard;
- (g) When the oral hearing is concluded, the Public Contracts Review Board, if it does not deliver the decision on the same day, shall reserve decision for the earliest possible date to be fixed for the purpose, but not later than six weeks from the day of the oral hearing: Provided that for serious and justified reasons expressed in writing by means of an order notified to all the parties, the Public Contracts Review board may postpone the judgment for a later period.
- (h) The secretary of the board shall keep a record of the grounds of each adjournment and of everything done in each sitting;
- (i) After evaluating all the evidence and after considering all submissions put forward by the parties, the Review Board shall decide whether to accede or reject the appeal.

SECTION 3 – SPECIAL CONDITIONS

These conditions amplify and supplement, if necessary, the General Conditions governing the contract. Unless the Special Conditions provide otherwise, those General Conditions remain fully applicable. The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the Articles

of the General Conditions. Other Special Conditions should be indicated afterwards.

For the purposes of contracts issued by NGOs, the term 'approval from the Central Government Authority' shall be substituted by the term 'approval by the Head responsible for that NGO'; Furthermore, any references to the Contracting Authority throughout the General Conditions shall be deemed to be referring to the NGO responsible for that procurement.

Article 2: Notices and Written Communications

- 2.4 Any requests for clarifications and communication relating to the contract between the Contracting Authority and the contractor must state the contract title and the contract reference number and must be sent by post, e mail or by hand to:

Ms. Abigail Mamo
ioreSME Project Leader
43/45
Triq Il-Kapuccini
Floriana

Email: jamie.tanti@smechamber.mt

Article 5: Supply of Information

- 5.1 As per General Conditions.

Article 6: Assistance with Local Regulations

- 6.1 As per General Conditions.

Article 7: Obligations of the Contractor

- 7.12 The Contractor shall, within 15 calendar days of receipt of the contract, sign and date the contract and return it together with a copy of the Performance Guarantee. The Contractor is further obliged to forward the original performance guarantee to the Contracting Authority. The Contract will not be endorsed by the Contracting Authority/Central Government Authority until the performance guarantee is submitted. The amount of the guarantee shall not exceed 4% where the amount of the total contract value is between

€10,000 and €500,000 ex VAT, and 10% where the amount of the total contract value is €500,000 or above.

- 7.15 The performance guarantee shall be released, following the successful completion of research and on presentation of the final report followed by a final presentation.

Article 13: Medical, Insurance and Security Arrangements

- 13.1 N/A

Article 14: Intellectual and Industrial Property Rights

- 14.3 The Contracting Authority shall not be liable for any infringements pertaining to illegal software and/or licensing. It is the responsibility of the Contractor to comply with the intellectual property laws, plagiarism and regulations for the provision of all works to be carried out for the successful completion of this tender

The Contractor shall not have the right to use any data, reports, works or other property referred to in this Clause for its own purposes without obtaining the prior written consent of Project Leader

Article 15: Scope of the Services

- 15.1 The scope of the services is defined in Section 4 (Terms of Reference).

Article 16: Personnel and Equipment

- 16.3 Further to the provisions of the General Conditions, any equipment which may be deemed necessary by the Contractor for the execution of the contract shall be at the cost of the contractor.

As per General Conditions.

- 16.4

Article 18: Execution of the Contract

- 18.1 The performance of the contract is to commence from the date of the last signature of the Contract.

- 18.2 The period during which the research and services shall be conducted is 19 months from the commencement date, stipulated in the previous sub-Article 18.1.

Unless where otherwise stated, Should the period of execution of on-site works be extended for any reason, the period of execution of the present contract shall be extended accordingly. The contractor shall not be entitled to request any additional payment in this respect in a court or tribunal.

Article 19: Delays in Execution

- 19.2 The number of liquidated damages for every day, or part thereof, elapsing by the end of the period of execution will be of 1/5000 of the contract price per day's delay, up to a limit of 20% of the total price.

Article 20: Amendment of the Contract

- 20.2 As per General Conditions.

Article 24: Interim and Final Progress Reports

- 24.1 Further to the General Conditions, The Contractor shall prepare an Interim report at the end of the qualitative and quantitative research undertaken and as detailed under the terms of reference.

Additionally, a final report presented not later than 15 days after the implementation period of the contract. The draft final report must be submitted beforehand as detailed under the terms of reference.

Article 26: Payments and Interest on Late Payment

- 26.1 This is a global-price contract.

Payments will be made in Euro.

Further to the provisions of the General Conditions, the unit prices/rates submitted shall be fixed and shall not be subject to adjustment in the event of fluctuations in the cost of duties or any other matter affecting the cost

Global Price Contract

Narrative	Percentage (%)
Pre-financing Payment	A pre-financing payment of 20% of the total price against an invoice and proof of the 4% performance guarantee and upon completion of Activity 1 (minutes of the Kick-off meeting) as outlined in Section 4.2 of the Terms of Reference by the Contracting Authority
Interim Payment	Interim Payment of 30% of the total amount following the submission of the Interim Report.
Balance	The balance (50%) of the contract value stated within 30 days of the completion of all contract activities specified under the terms of reference. A final report shall accompany the final invoice.
TOTAL	100%

- 26.2 Further to the General Conditions, on completion, payments will be made in Euro by the Contracting Authority against a fiscal invoice, following satisfactory acceptance testing by the Contractor to the satisfaction of the Contracting Authority's Project Leader.

Article 27: Pre-Financing Guarantee

- 27.2 In its entirety Article 27 is not applicable.

- 27.5 Not applicable.

Article 30: Revision of Prices

- 30.1 As per General Conditions

30.5 As per General Conditions

Article 32: Breach of Contract

32.1 Without prejudice to the General Conditions and to Contracting Authority's right to dissolve 'ipso jure' the contract in the case of infringement of any condition thereunder and apart from the deduction established for delay in delivery, any such infringement shall render the contractor, in each case, liable to a deduction by way of damages of 5 per cent of the value of the contract, unless the Contracting Authority elects, with regard to each particular infringement, but not necessarily with regard to all infringements, to claim actual damages incurred.

32.2. As per General Conditions

Article 39: Further Additional Clauses

39.1 Unless otherwise agreed with the granting authority, communication activities of the beneficiaries related to the action (including media relations, conferences, seminars, information material, such as brochures, leaflets, posters, presentations, etc., in electronic form, via traditional or social media, etc.), dissemination activities and any infrastructure, equipment, vehicles, supplies or major result funded by the grant must acknowledge EU support and display the European flag (emblem) and funding statement (translated into local languages, where appropriate) included as per below, but not limited to:

- All reports;
- Power point presentations;
- Surveys;
- Info Graphics;
- Newsletters;
- All printed or digital material produced throughout this Contract; and
- Attendance Sheets

The emblem must remain distinct and separate and cannot be modified by adding other visual marks, brands or text. Apart from the emblem, no other visual identity or logo may be used to highlight the EU support.

When displayed in association with other logos (e.g. of beneficiaries or sponsors), the emblem must be displayed at least as prominently and visibly as the other logos.

The Contractor will be providing the necessary logos for use of the project.

39.2 **Quality of information — Disclaimer**

Any communication or dissemination activity related to the action must use factually accurate information.

Moreover, it must indicate the following disclaimer (translated into local languages where appropriate):

"Funded by the European Union. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or [name of the granting authority]. Neither the European Union nor the granting authority can be held responsible for them."

39.3 **Gender Equality**

Gender Equality In carrying out his/her obligations in pursuance of this contract, the tenderer shall ensure the application of the principles of gender equality and equal opportunities to all and shall thus 'inter alia' refrain from discriminating on the grounds of sex/gender and family responsibilities, sexual orientation, age, religion or belief, racial or ethnic origin, and gender identity, gender expression or sex characteristics in employment; banks and financial institutions, as well as education.

All publicity and marketing relating activities are also to be free from stereotypes and any form of discrimination. This will ensure that any publicity and marketing activities are socially inclusive.

SECTION 4 –SPECIFICATIONS/TERMS OF REFERENCE (Note 3)

Note:

Where in this tender document a standard, brand or label is quoted, it is to be understood that the NGO will accept equivalent standards, brands or labels. However, it will be the responsibility of the respective bidders to prove that the standards they quoted are equivalent to the standards requested by the NGO.

1. Background Information

1.1 - Beneficiary Countries

Malta
Italy
Slovenia
Belgium
Greece

1.2 – Registered Social Partners

1. MALTA CHAMBER OF SMES – PIC:886847527
2. CONFARTIGIANATO-IMPRESE - PIC: 905613341
3. GENIKI SYNOMOSPONDIA EPAGGELMATION VIOTECHNON KAI EMPORON ELLADAS- PIC: 890406457
4. UNIE VAN ZELFSTANDIGE ONDERNEMERS – PIC: 918181437
5. OBRTNO-PODJETNISKA ZBORNICA SLOVENIJE PIC: 998803084
6. CONFEDERAZIONE NAZIONALE DELL ARTIGIANATO E DELLA PICCOLA E MEDIA IMPRESA – PIC: 886559825
7. SME UNITED SME UNITED – PIC: 999640000

1.3 - Relevant Country Background

Not Applicable

1.4 - Current State of Affairs in the Relevant Sector

When it comes to social dialogue and the role of social partners, there is satisfactory regard and recognition by the authorities both through formal and informal channels. On the other hand, interest and engagement of the target group is weak. Stakeholders and the direct target audience are disenchanted, probably ignorant and unaware and some take it for granted.

The EU supports social partners through some financing, both on a yearly and organised manner and also ad hoc. All most important stakeholders are represented there and high-level discussions take place on things affecting people's everyday life.

Unfortunately, there is very limited knowledge of social partners and their contribution towards the business community. A bottom-up approach will be adopted both to scientifically analyze how social partners are perceived and how the message could improve. It must also focus on how social partners, can become more appealing and direct in its messages, in a quest to bring stakeholders closer to the organisations by promoting social dialogue.

1.5 - Related Programmes and Donor Activities

This contract will be part of a project that aims to strengthen and increase the relevance of social dialogue. The project is co-financed by the European Union in accordance with the rules of the European Commission, and the EU's priority of strengthening social dialogue.

Through this project the consortium will be exploring and understanding better the state of play in social dialogue and aim to increase relevance of social partners in the EU with the aim of increasing the representation of Businesses across the EU.

2. Contract Objectives and Expected Results

2.1 - Overall Objectives

The overall objectives of the project of which this contract will be a part are as follows:

- Strengthen Social Dialogue and Representation
- Increase both member and Organisation Visibility
- Increase in engagement
- Increase Capacity of Social Partners
- Increase Membership Base
- Strengthen involvement of Social Partners in the EU Semester
- Ensuring Representation of National Social Partners at EU Level.

2.2 - Specific Objectives

The objectives of this contract [which are not necessarily those of the project] are as follows:

Objective 1: To design two (2) questionnaires which will be disseminated to two (2) different target groups mainly aimed at Social Partners (Representing Employers) and Members of social Partners (in their majority SMEs). The design of surveys disseminated with SME United and Businesses. Survey will be identical for each of the countries in order to ensure that all replies can be collated and compiled. The Survey design will be done in consultation with social partners and in agreement with them. This is planned to take place during Month one (1) and two (2) of the contract.

Objective 2: to Collate and Analyse the Data Collected. The contractor will be required to collate data in preparation for the reports and come out with the main findings. This will be conducted between Months two (2), three (3) and four (4) of the contract. The data will be acquired from the two (2) surveys conducted and from the qualitative data gathered during the focus groups.

Objective 3: Presentation of Preliminary finding of the data collected from Questionnaires. The presentation of the final results will be presented during an exchange visit organised in Malta during Month Four (4) of the contract.

Objective 4: Moderation and management of Focus Group (Relevance) (. The Contractor will be required to moderate the focus group between project partners, identifying further points and including these in the report. This activity will be held during the exchange visit in Malta happening during Month four (4) of the contract.

Objective 5: The contractor will be required to collate and compile all data (surveys and focus groups) in the form of a report. The report will be the basis for the design of the template campaign. The report will be submitted as an Interim report for the project. This will be done during months five (5) and six (6) of the contract.

Objective 6: The design and creation of Template campaign. The Contractor will be required to design a template campaign based on the results of the study conducted and the feedback from social partners. The design will be used and piloted across different EU countries. This will be done during Months five (5) and six (6) of the contract.

Objective 7: Moderation and management of Focus Group (Post Mortem). The contractor will be required to hold a focus group on the results of the awareness campaign and from the points raised amend the template campaign before final dissemination (which will be included in the Final Report). This Focus Group will be held in Rome during Month 16 of the contract.

Objective 8: Presentation of draft Final Report. The contractor will be required to present the draft final report which will include findings of the research, methodology and main results, recommendations and template campaign. This will be done during Month 16.

Objective 9: Compiling of EU Related Information and Info Graphics for Dissemination. Information amongst others, related to EU pillar of Social Rights

and the EU green deal which would be disseminated between all project partners. This will involve the design of the bimonthly issue and compiling of all information and including proofreading. The dissemination will be done through the consortium partners. This will run as from Month 1 through Month 18.

Objective 10: Presentation of the Final Report and Template Campaign. During a final conference organised by the SME United, and will be open to all SME United members. This will be done during month 18 of the Contract.

2.3 - Results to be Achieved by the Consultant

The aim is to gather the necessary data in order to get a clear visibility on the state of play of social partners across the EU and also to find commonalities between countries in order to find common grounds and address these accordingly. In line with the call issued, this project will directly aim towards:

1. Give visibility on the capacity of national social partners, together with EU cross-industry social partners, specifically following the Covid crisis;
2. Develop two (2) surveys that aim to encourage feedback and replies;
3. Increase membership base of SME employer organisations in light of the possible decline in memberships expected due to the impact of Covid-19. This will in return, ensure the sustainability of cross-industry social dialogue; This will mainly be done through.
4. Strengthening the involvement of social partners in the European Union issues, through more involvement of SMEs around the EU.
5. Further develop and strengthening the membership of European social partner organisations through enhancing and broadening the services offered to members;
6. Building and reinforcing the capacity of national social partners to engage in national social dialogue and to participate in and contribute to European social dialogue.
7. Increase knowledge of EU related information across the EU in particular with SMEs, this through the dissemination of EU related information.
8. Increase knowledge on different EU funds and Schemes across the EU and therefore increase accessibility and uptake.
9. Create an open dialogue between social partners in order to ensure that the scope is met.

10. Define the issues in place in within social partners in order to understand better what issues to address.
11. The Consultant shall provide a report based on the responses achieved through surveys and focus groups held with the relevant stakeholders. This draft report shall be presented during an exchange visit in Malta, as specified in this tender; the report will be subject to changes raised during the consultation which will take place and the consultant will need to provide and present a final version of the report to be submitted to MCESD Council.
12. The assessment will lead to an overall outlook of how social partners are perceived by stakeholders and an action plan that will outline how the work can be better highlighted.
13. Understand the needs of members across the EU in order to cater for these needs.
14. Strengthening the involvement of social partners in the European Semester and enhancing their contribution to EU policy making.
15. Create a template campaign that will be adaptable across different organisations in order to address their particular needs, while ensuring commonality across the design of the campaign.
16. Ensure representation of National Social Partners at European level through their participation in the social dialogue committee.

3. Assumptions and Risks

3.1 - Assumptions Underlying the Project Intervention

It is assumed that the contractor is equipped in terms of expertise and resources to perform the work according to these terms of reference.

3.2 – Risks

The Contracting Authority has highlighted the below as possible risks;

- Timeframes are tight and the contractor will need to be equipped with the necessary Human Resources to cater for the demand.
- Given that survey replies will be gathered in different languages, the type and format of questions asked will be limited in order to ensure data can be analysed and collated.

- Test campaign designed will not be appropriate to cater for the different countries involved.
- Poor quality of survey results achieved.
- Resources, the supplier having limited human resources to implement the project outlined

4. Scope of the Work

4.1 – General

4.1.1 Project Description

This project aims to revive the importance of social partners and in particular directly address the overall decline in members. Through this project the consortium aims to engage with businesses in order to understand better their current needs and how social partners can increase relevance. It is therefore a project with measures which promote social dialogue at cross-industry, sectorial level, at national and at EU level.

Through this project The Malta Chamber of SMEs, as coordinator of the consortium, together with the other project partners will be embarking on a project aimed at strengthening social dialogue, through further enhancing their representativeness. The objective of the project is to raise awareness of and give visibility to the activity/function/responsibility of SME employer organisations in the EU and foster their role as social partners.

Additionally, this project aims to support Malta Chamber of SMEs and the project partners to become a stronger and more representative and impactful employer organisation.

The campaign will also raise awareness of the added value of social dialogue for boosting economic, employment and social dimension both at EU and national level. A specific emphasis is of course being placed on Covid-19 and its effects, or rather, overcoming its effects on social dialogue. This project is infact deemed as very important to help the national and EU level social partners involved to strengthen their capacity in this regard and to generate the benefits of mutual support.

The pandemic has shown that social partners are a very important part of the equation and crucial to facilitate discussion, consultation and ultimately contribute towards social dialogue and the democratic functioning of society.

Most of the different dimensions within European Social Dialogue are included within this project. Specifically, these include information exchange, consultation, joint action and more.

This project also aims to strengthen the social partners' representativeness and activeness in the EU Semester. Additionally, this project will actively contribute towards ensuring adequate representation of social partners in the respective National Recovery and Resilience Plan (NRRP). Moreover, this project also aims to promote schemes and incentives of an EU dimension in particular the Pillar on Social Rights and the EU Green Deal.

The ultimate aim of this project is to ensure the sustainability of social partners, thus ensuring the sustainability of social dialogue. The Project being proposed is perfectly in line with the scope of the call, taking a bottom-up approach. Rather than proposing initiatives directly, the project aims to see what members actually want and finding ways how social partners can bridge this gap.

The Project Coordinators, Partners and associate partners are mainly made up of social partners representing employers and a European Social Partner organisation representing a number of members' organisations.

4.1.2 Geographical Area to be covered

The contract will cover partner countries forming part, but not limited to, this consortium partners mainly relate to;

- Malta
- Italy
- Slovenia
- Greece
- Belgium

The final report including recommendations will be disseminated amongst all SME United Members. The list of members can be found below here: <https://www.smeunited.eu/members>

4.1.3 Target Groups

Social Partners & Businesses across different EU Countries (Main target Audience)

- Social Partners (members of SME United);
 - Self-Employed;
 - Micro Businesses;
 - SMEs as understood under the EU definition i.e. up to 250 employees;
 - Large Businesses;
 - All different business sectors (Traditional and non-traditional) doing business around Malta and Gozo;
-
- Demographics & type of businesses Include (but not limited to);
 - Start-Ups
 - Young Businesspersons

- Seasoned Businesspersons
- Established businesspersons
- Women Entrepreneurs
- Members of Social Partners
- Family Businesses

4.2 - Specific Activities

Activity 1: Kick-off / Initial Meeting

The Contractor will meet the contracting authority within ten (10) working days from date of last signature on contract by both parties on the implementation of this awareness campaign.

Activity 2: Survey Design

In order to better understand how social partners can stay relevant and how membership may be improved, the Consortium will conduct extensive research. There will be two different types of surveys.

The first survey will be designed to be filled in by businesses from five different countries (Malta, Italy, Greece, Slovenia and Belgium). The second survey will be targeted at members of SME United, representing employers.

The contractor will be required to design these two surveys based on the feedback given to them by the consortium partners. To ensure that all responses can be gathered and compiled, the survey will be the same in each country.

The Malta Chamber of SMEs together with the Consortium partners will be responsible for carrying out the dissemination.

The Survey needs to be designed in a way that can be easily translated into other languages, such as Slovenian, Greek, Italian, and Belgium, the survey designs must be adaptive. The survey needs to be designed in a way that can gather the information needed but at the same time, simple to translate, without creating issues with the analyses. The contractor is not responsible to translate the survey.

The survey results will be included in the template for an education and awareness campaign and made available as a project deliverable. Some survey findings may also be incorporated into the awareness campaign's content (for example if the majority of the Social Partner members say that they are satisfied with services provided in the past etc).

This is planned to take place during Month one (1) and two (2) of the contract.

Activity 3: Presentation of Preliminary finding

The Contractor will be required to give a presentation to the project Consortium on the key findings of both Surveys (With businesses and SME United Members. This will serve as the foundation for a thorough focus group discussion. The focus group will take place during an exchange visit in Malta during Month Four (4) of the contract., this presentation will be made by the contractor.

Two representatives from each consortium partner will attend the exchange visit, therefore the presentation will be made in front of about 15 people.

The Contractor will be required to cater for own employees' flights and accommodation expenses as part of this tender.

Activity 4: Moderation and management of Focus Group (Relevance)

A focus group amongst project partners will be organised and moderated by the contractor, who will also be responsible for identifying additional points and including them in the report.

In order to encourage engagement of all participant, the contractor will be required to create questions that are relevant and help in the overall discussion.

This Focus Group will be held in Malta during month four (4) of the contract and if required, the contractor will be required to cater to **his own employees' flight and accommodation expenses** as part of the tender.

Activity 5: Collation and Analyses of Data Collected

The contractor will be required to gather all the data collected, compile it to prepare the respective reports and present the key results.

The contractor and compile and extract the key conclusions. The goal of the research is to learn more about the most popular channels for informational sourcing as well as how social partners can stay current.

The consortium aims to receive a minimum of 15 surveys from SME United members, all representing employers across the EU and a minimum of 150 responses from each country participating in this project (Malta, Italy, Greece, Slovenia and Belgium), totaling to a minimum of 750 replies.

In addition to the above surveys, the contractor will be required to collate and analyse the qualitative feedback gathered during the focus group organised.

The results will be a basis to further develop an effective template educational and awareness campaign that will be given as a project deliverable. Some survey findings may also be incorporated into the awareness campaign's content (for example if the majority of the Social Partners members say that they are satisfied with services provided in the past etc).

The contractor will be required to include the collated and analysed results in the report submitted.

This will be conducted between Months two (2), three (3) and four (4) of the contract. The data will be acquired from the two (2) surveys conducted and from the qualitative data gathered during the focus groups.

Activity 6: Compiling of Report on Survey and Focus Group

The contractor will be responsible for gathering and compiling all survey data as well as any extra data that will be gleaned from focus groups.

A report will be created using this data collection. The report will serve as the model for the template campaign's design. The gaps will be identified based on the report's key conclusions, and the campaign which aims to address those shortcomings.

The report will be submitted as an Interim report for the project. This will be done during months five (5) and six (6) of the contract.

Activity 7: Design and creation of a Template campaign

On the basis of the findings of the study that was done and the input from the social partners, the contractor will be required to create a template campaign. To reach as many businesses as possible, the campaign will be run on several communication platforms, including, but not limited to;

- Google Ads
- Facebook
- Instagram
- LinkedIn
- Youtube
- Newsportals

The template campaign should be able to cover a duration of at least 9 months and should be adaptable to each partner country participating in this project. The

contractor will not be allowed to participate in the pilot campaign in order to eliminate any conflict of interest.

The template campaign will be done in full consultation with the contracting authority.

The template campaign will need to be drafted and ready in order to be used and piloted across different EU countries by Month five (5) and six (6) of the contract.

Activity 8: Moderation and management of Focus Group (Post Mortem)

The contractor will be required to manage and moderate a focus group following the implementation of the Pilot campaign (based on the template campaign created). The focus group is aimed to go into detail on the factors that worked and those that did not during the pilot campaign.

From the results of the awareness campaign and from the feedback gathered and critical analysis gathered, amend the template campaign before final dissemination.

This Focus Group will be held in Rome during Month 16 of the contract and if required, the contractor will be required to cater to his own flight and accommodation expenses as part of the tender.

Activity 9: Presentation of draft Final Report

The final draft of the report, which will include the research findings, the methodology, and key findings, suggestions, and the template campaign, must be presented by the contractor.

The Report will be split as follows:

- Executive Summary
- Introduction (the aims and objectives of this tender)
- Research Methodology (a detailed description of the methodology used to carry out this analysis and risk strategy adopted)

- Surveys Results (Quantitative & Qualitative Data)
- Main Findings (From the Surveys and Focus Groups)
- Good Practices (to be provided by the Malta Chamber of SMEs)
- Recommendations (On the basis of the research conducted by the Contractor, the Contractor is to provide a clear Action Plan for Social Partners and the direction it should take as organization to shape Social Dialogue across the EU. This should be based on the quantitative & qualitative research conducted.)
- Template Campaign (Annexed)

The draft report will be presented during an exchange visit happening in Rome during Month 16 and feedback will also be sent to the consortium partners, including SME United. The draft report will be required in a digital format.

Additionally, the suggestions obtained during the Post Mortem focus group will also be taken into account.

This Focus Group will be held in Rome during Month 16 of the contract and if required, the contractor will be required to cater to his own flight and accommodation expenses as part of the tender.

Activity 10: Presentation and Printing of Final Report

Once all of the feedback has been processed, the contractor will be required to summarise the template campaign and deliver the major outcomes at the final conference hosted by SME United.

Presentation of Final Report:

The Contractor will be tasked with holding a presentation on the final report during the final conference to participants present during this conference. The subcontractor should ensure that all publicity guidelines are followed.

Printing of Report:

Size	A4
Binding	Perfect binding
Pages	As Required by the Contractor
Printed	In Full Colour
Cover	350gsm matt finish and laminated +/- 10%

Inside Pages	115 gsm matt finish +/- 10%
Content	Text and graphs shall be included to better explain and illustrate findings
Language	English
Quantity	100 reports
Design and artwork	Design should be in accordance to the EU Publicity Guidelines. The artwork used is at behest of the Contractor.
Target date	In accordance with the Final Conference organised by SME United during Month 18.

The conference will be held in Brussels during Month 18 and if required, the contractor will be required to cater to his own flight and accommodation expenses as part of the tender.

Activity 11: Information and Info Graphics for Dissemination

The contractor will need to sort through data that will be shared among all project partners and pertain to the EU pillar of social rights and the EU green deal.

Information amongst others, related to EU pillar of Social Rights and the EU green deal which would be disseminated between all project partners.

This will involve the design of the bimonthly issue (A total of 9 newsletters) and compiling of all information and including proofreading. Additionally a minimum average of two (2) infographics monthly (Average of 36 during the contract implementation period) need to be disseminated and will be used on the various communication channels. A short text will accompany these infographics.

The Newletters will mainly by included on the Website and sent via mail-shots while the infographics will be mainly disseminated on all communication platforms at the disposal of the consortium.

The contractor will be tasked with adapting the nessesary communications accordingly.

Since the infographics will be dissaminated across countries who do not nessesarily communicate in the English Language. Infor graphics need to be designed in such a way that can be easily understood by everyone.

The dissemination will be done through the consortium partners. This will run as between Month 1 through Month 18.

4.3 - Project Management

4.3.1 *Responsible Body*

Malta Chamber of SMEs (Lead Partner Coordinator)

4.3.2 *Management Structure*

The Project is led primarily by the Malta Chamber of SMEs and the day-to-day communication and decision-making body is its secretariat, led by the Project Leader and CEO of the organisation.

The Project Leader will be taking all decisions related to the project with the assistance of the executives working on the project as project administrators. While all correspondence should be sent directly to the CEO and project administrators and the CEO will be communicating with the tenderer. Any The Organigram below shows how the main decision-making process within the SME Chamber secretariat.

The Project is done in partnership with a consortium made up of

1. MALTA CHAMBER OF SMES
2. CONFARTIGIANATO-IMPRESE
3. GENIKI SYNOMOSPONDIA EPAGGELMATION VIOTECHNON KAI EMPORON ELLADAS
4. UNIE VAN ZELFSTANDIGE ONDERNEMERS
5. OBRTNO-PODJETNISKA ZBORNICIA SLOVENIJE
6. CONFEDERAZIONE NAZIONALE DELL ARTIGIANATO E DELLA PICCOLA E MEDIA IMPRESA SME
7. UNITED SME UNITED

4.3.3 *Facilities to be provided by the Malta Chamber of SMEs and/or other parties*

As appropriate.

5. *Logistics and Timing*

5.1 – Location

The contracting authority for this project is based in Malta, however the subcontractor will be requested to conduct work in different countries as specified under the Terms of Reference.

5.2 - Commencement Date & Period of Execution

The intended commencement date is the date of the last signature on the contract between the Contracting Authority and the selected Contractor and the period of execution of the contract will be eighteen (18) months.

Article 18.1 of the Special Conditions will determine the actual commencement date and period of execution

6. Requirements

6.1 – Personnel

6.1.1 Other Experts

A minimum of two Key Experts are required for the implementation of this contract. However, bidders may propose more than one Key Expert.

It is the Contractor's responsibility to allocate the required resources and third-party services in order to execute the service requirements as outlined in this tender in an efficient and effective manner, to the highest standards, on time, and within budget. As a minimum, the Contractor is expected to designate a Project Manager, Application Analyst and an Application Developer.

The Key Experts eligible for consideration to provide inspection and/ or verification services in relation to this tender must as a **minimum provide evidence of the following:**

1. Key expert 1 – Lead Researcher

- The Lead Researcher must have a minimum EQF/MQF Level 7 in Business/EU Studies /Policy/Research related field or equivalent. **Evidence to be provided.**
- A copy of the CV of the Key Expert/s who will carry out the work, highlighting their educational and professional qualifications, capabilities and background must be submitted.
- Have excellent written and spoken skills in English

2. Key expert 2 – Researcher

- The Lead Researcher must have a minimum EQF/MQF Level 6 in Business/EU Studies /Policy/Research related field or equivalent. **Evidence to be provided.**
- A copy of the CV of the Key Expert/s who will carry out the work, highlighting their educational and professional qualifications, capabilities and background must be submitted.

- Have excellent written and spoken skills in English

These resources are explained in further detail hereunder.

Qualifications required are defined with reference to the Malta Qualifications Framework (MQF) or the European Qualifications Framework (EQF) (or equivalent) level descriptors issued through the Malta Qualifications Council (<https://ncfhe.gov.mt/en/Pages/MQF.aspx>).

It shall be the Tenderers' obligation to ascertain that the qualifications possessed by the Key Experts proposed by them are equivalent to the established MQF/EQF Level prior to tender submission. The Evaluation Committee reserves the right to request the determination of the Malta Qualifications Council (MQC) in checking the equivalency of the qualifications, which shall be final. The Malta Qualifications Recognition Information Centre (MQRIC) is the competent body within the NCFHE that recognizes qualifications against the Malta Qualifications Framework (MQF) and whose portal can be accessed here: <https://ncfhe.gov.mt/en/services/Pages/All%20Services/mqric.aspx>

All experts must be independent and free from conflicts of interest in the responsibilities accorded to them.

The selection procedures used by the Consultant to select these other experts shall be transparent, and shall be based on pre-defined criteria, including professional qualifications, language skills and work experience. The findings of the selection panel shall be recorded. The selection of experts shall be subject to approval by the NGO.

6.1.2 Support Staff and Backstopping

Any expenses related to this have to be covered by the Contractor and no extra funds will be allocated for this purpose.

6.2 – Flights & Accommodation

All accommodation and flight required by the consultant to achieve and meet the requirements are to be covered by the contractor as part of this tender. No additional funds will be allocated. The contractor is not bound to have both key experts present in events requiring travel.

6.3 - Facilities to be provided by the Consultant

The Consultant shall ensure that experts are adequately supported and equipped. In particular it shall ensure that there is sufficient administrative, secretarial and interpreting provision to enable experts to concentrate on their primary responsibilities. It must also transfer funds as necessary to support its activities under the contract and to ensure that its employees are paid regularly and in a timely fashion.

If the Consultant is a consortium, the arrangements should allow for the maximum flexibility in project implementation. Arrangements offering each consortium partner a fixed percentage of the work to be undertaken under the contract should be avoided.

6.4 – Equipment

No equipment is to be purchased on behalf of the Contracting Authority / beneficiary country as part of this service contract or transferred to the Contracting Authority / beneficiary country at the end of this contract. Any equipment related to this contract which is to be acquired by the beneficiary country must be purchased by means of a separate supply tender procedure.

7. Reports

7.1 - Reporting Requirements

Further to the General Conditions and the terms of reference, the contractor shall prepare an Interim report at the end of the qualitative and quantitative research undertaken and as detailed under the terms of reference.

Additionally, a final report presented not later than 15 days after the implementation period of the contract. The draft final report must be submitted beforehand as detailed under the terms of reference.

7.2 - Submission & approval of progress reports

Copies of the progress and final reports referred to in Article. 7.1 must be submitted to the Project Leader of Malta Chamber of SMEs. Reports must be written in English. The Project Leader is responsible for approving the progress reports.

8. Monitoring and Evaluation

8.1 - Definition of Indicators

The timeframes for activities highlighted and presented by the service provider for the activities listed in section 4.2 of the terms of reference that are approved by the contracting authority will be adopted as project progress indicators.

The Key Indicator is the response time for storing and retrieving records, which shall be equivalent to current market standards.

8.2 - Special Requirements

All communication activities of the beneficiaries related to the action (including media relations, conferences, seminars, information material, such as brochures, leaflets, posters, presentations, etc., in electronic form, via traditional or social media, etc.), dissemination activities and any infrastructure, equipment, vehicles, supplies or major result funded by the grant must acknowledge EU support and display the European flag (emblem) and funding statement (translated into local languages, where appropriate) included as per below, but not limited to:

- All reports;
- Power point presentations;
- Surveys;
- Info Graphics;
- Newsletters;
- All printed or digital material produced throughout this Contract; and
- Attendance Sheets

The emblem must remain distinct and separate and cannot be modified by adding other visual marks, brands or text. Apart from the emblem, no other visual identity or logo may be used to highlight the EU support.

When displayed in association with other logos (e.g. of beneficiaries or sponsors), the emblem must be displayed at least as prominently and visibly as the other logos.

The Contractor will be providing the necessary logos for use of the project.

Quality of information — Disclaimer

Any communication or dissemination activity related to the action must use factually accurate information.

Moreover, it must indicate the following disclaimer (translated into local languages where appropriate):

"Funded by the European Union. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or [name of the granting authority]. Neither the European Union nor the granting authority can be held responsible for them."

SECTION 5 – SUPPLEMENTARY DOCUMENTATION

5.1 – Draft Contract Form

5.2 – Glossary

5.3 – Specimen Performance Guarantee

5.4 – General Conditions of Contract

The full set of General Conditions for Works Contracts, for Supplies Contracts and for Services Contracts (latest version as applicable on the date of the publication of this tender) can be viewed/downloaded from the 'Resources Section' at:

www.etenders.gov.mt

It is hereby construed that the tenderers have availed themselves of these general conditions, and have read and accepted in full and without reservation the conditions outlined therein, and are therefore waiving any standard terms and conditions which they may have.

These general conditions will form an integral part of the contract that will be signed with the successful tenderer/s.

5.5 – General Rules Governing Tendering for NGOs

The contents of this procurement document complement the latest version of the General Rules Governing Tenders applicable on the date of the publication of this tender, the Terms of Use and the Manual for Economic Operators applicable to Government's e-Procurement Platform (available from the Resources section of www.etenders.gov.mt).

